

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GILBERT SEGAL JR.,

Plaintiff,

-against-

NEW YORK MILITARY ACADEMY (ALL
ENTITIES INCLUDING, BUT NOT LIMITED
TO INSURANCE REPRESENTATIVES, ETC);
and RESEARCH CENTER ON NATURAL
CONSERVATION INC.,

Defendants.

Case No. 21-CV-6872 (VB) (AEK)

**AFFIDAVIT OF TRAVIS PIERRE-
LOUIS IN SUPPORT OF
CRUMILLER P.C.'S MOTION TO
WITHDRAW AS COUNSEL**

I, Travis Pierre-Louis, an attorney admitted to practice law in the State of New York and United States District Court for the Southern District of New York, hereby affirm, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, as follows:

1. I am an associate attorney at Crumiller P.C., attorneys for Plaintiff in the above-captioned action. I am fully familiar with the facts and circumstances herein.
2. This affidavit is submitted in support of Crumiller P.C.'s application to withdraw representation of Ms. Orzick, Ms. Fernandez, and myself as attorneys of record for Plaintiff.
3. Plaintiff initiated this litigation *pro se* on April 14, 2021. Plaintiff adequately litigated their claims for approximately one and a half years until Plaintiff retained Crumiller P.C.
4. On October 6, 2022, Plaintiff retained Crumiller P.C.
5. On October 7, 2022, I filed a notice of appearance in this case. My colleagues Hilary J. Orzick and Ingrid M. Fernandez subsequently filed notices of appearance on August 17, 2023 and October 10, 2023, respectively.

6. Since that time, Crumiller P.C. has worked tirelessly in litigating Plaintiff's claims, including filing a robust Third Amended Complaint, serving Requests for the Production of Documents and Interrogatories on Defendants, and representing Plaintiff in a settlement conference before Magistrate Judge Andrew E. Krause.

7. Unfortunately, communication between Plaintiff and Crumiller P.C. has recently broken down.

8. In Crumiller P.C.'s efforts to obtain responses, documents, and/or information from Plaintiff, Plaintiff has failed to and/or refused to reasonably communicate in a timely or complete fashion.

9. Crumiller P.C. is unable to carry out its employment effectively in accordance with the rules of professional conduct.

10. Plaintiff's failure to communicate concerning the ongoing litigation has also led to irreconcilable differences regarding case strategy, leaving Crumiller P.C. constrained in its ability to move this case forward.

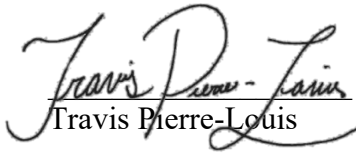
11. Crumiller P.C. has discussed these issues with Plaintiff and advised them of its intent to file the instant motion.

12. Plaintiff consents to Crumiller P.C. withdrawing from this litigation and to the filing of this request.

13. Pursuant to Local Rule 1.4, Crumiller P.C. will serve a copy of this application upon Plaintiff and all other parties in this proceeding.

14. Crumiller P.C. is not asserting a retaining or charging lien in this matter.

Dated: Brooklyn, New York
June 24, 2024


Travis Pierre-Louis